

invention. Applicant respectfully traverses the rejections as conceivably applied to the pending claims.

Attached is a marked-up version of the changes made to the claims by the current amendment. The attachment is captioned "Version with Markings to Show Changes Made."

I. Non-Art Rejections

Applicant has rewritten claim 37 to overcome the indefiniteness rejection under 35 U.S.C. § 112, second paragraph.

II. Rejections Based on the Art

A. Rejection Based on Regulla

Claims 1-2, 4-8, 10, 13-15, 17-23, 26, and 36 were rejected under 35 U.S.C. § 102(b) as anticipated by Regulla et al, "Dosimetry by ESR Spectroscopy of Alanine," Int. J. Appl. Radiat. Isot., Vol. 33, pp. 1101-1114 (1982). Applicant respectfully traverses this rejection.

Regulla discloses a dosimeter based on the electron spin analysis of radiation-induced free radicals in alanine. (Page 1114 Summary.) Regulla prepared dosimeter pellets made of up to 90 weight % alanine bound in paraffin. (Page 1104 Sample Preparation.)

To anticipate a claim, the applied reference must teach each and every element of the claim. MPEP §2131. In the present case, however, Regulla fails to disclose or even suggest either an "authenticating agent incorporated into the package," as recited by independent claim 1, or "incorporating an authenticating agent into a component of the package," as recited by independent claim 7. This is at least because Regulla fails to disclose a *package*.

When claim terms are not defined in the specification, "the words of the claim must be given their plain meaning. In other words, they must be read as they would be interpreted by those of ordinary skill in the art." MPEP §2111.01. In the present case, the specification does not specifically define the term "package"; therefore, the Office Action must apply an ordinary meaning to the claim term "package." However, contrary to the plain meaning,

the Office Action defines "package" as a "unit for containing elements." (Office Action mailed Oct. 11, 2001 at page 4, line 11-12.) Yet, the Examiner offers no support for that definition, which Applicant respectfully traverses. To the extent that the Examiner is relying upon common knowledge or well-known prior art to establish this definition, Applicant respectfully requests that the Examiner supply references to support that definition. *See* MPEP 2144.03.

In any event, the position that the Regulla dosimeter consisting of alanine bound by paraffin is a "package" simply because the alanine is bound by paraffin is contrary to the plain meaning of the term "package." Although a candle consists of a wick and perfume bound by candle wax, no one refers to either the candle wax or the candle itself as a "package" of the wick and perfume. And while waxed paper consists of paper coated with wax, no one legitimately says that the wax is a "package" for the paper. Therefore, just as candles and waxed paper are not "packages," so too is the Regulla dosimeter of alanine bound by paraffin not a "package."

Further, the Office Action cites Figure 15 of Regulla as establishing that Regulla teaches "amino acids or alanine which are packed in the form of the sample units." (Office Action mailed Oct. 11, 2001 at page 4, lines 7-8.) However, Applicant's attorney has not been able to locate a Figure 15 in the Regulla reference. Further, assuming that the Examiner is referring to dosimeter pellets made of up to 90 weight % alanine bound in paraffin (page 1104 Sample Preparation), such dosimeter samples can hardly be equated to a "package," as discussed above.

Regulla also fails to disclose or even suggest "providing a package" as recited in independent claims 21 and 22, which are directed to methods of authenticating a package. In fact, the Office Action fails to provide *any* reasoning supporting a rejection of claims 21-23, 26, and 36 on the basis of Regulla. It is true that the Office Action (mailed Oct. 11, 2001 at page 2, lines 16-17) refers the Applicant to "the previous office action" for the reasoning of the rejection; however, claims 21-37 were not pending during the previous Office Action and were therefore, of course, not discussed in the previous Office Action. Accordingly, none of the Office Actions in this case provide any rationale for rejecting these claims over Regulla.

The rejected dependent claims have recitations additional to those of the independent claims that were rejected over Regulla, and are therefore further patentable over Regulla.

B. Rejections Based on Morita

Claims 1-5, 7-10, 13-15, 17-23, 27, 29-30, 32, and 35-37 were rejected under 35 U.S.C. § 102(b) as anticipated by U.S. Patent 4,668,714 to Morita. Claims 6, 24-26, 28, 31, and 33-34 were rejected under 35 U.S.C. § 103(a) as obvious in view of Morita. Applicant respectfully traverses these rejections.

Morita discloses the use of alanine in a molded dosimeter. (Column 2, lines 66-68.) Ten to 500 parts by weight of alanine is mixed with 100 parts by weight rubber to produce a molded rubber dosimeter. (Column 3, lines 29-31, 56-59.)

Again, to anticipate a claim, the applied reference must teach each and every element of the claim. MPEP §2131. In the present case, however, Morita fails to disclose or even suggest either an “authenticating agent incorporated into the package,” as recited by independent claim 1, or “incorporating an authenticating agent into a component of the package,” as recited by independent claim 7. This is because Morita fails to disclose a *package*. To the direct contrary, Morita teaches a mixture of rubber and alanine as a molded *dosimeter*.

The Office Action cites column 3, line 55 and column 4, lines 1-3 and 45-48 of Morita to support the position that Morita teaches a molded rubber sheet. However, a molded rubber sheet containing alanine is not a “package” as that term is commonly understood – anymore than: 1) a steel-belted tire is a “package” of the tire rubber and belted steel or 2) a black wet suit is a “package” of sponge rubber and the black pigment within the sponge rubber of the wet suit. Just as a tire or a wet suit is not referred to as a “package,” so too is the Morita dosimeter not a “package” as that term is commonly understood.

In short, the Office Action has interpreted the meaning of “package” so broadly as to render the word “package” meaningless. This is because the Office Action’s interpretation of

“package” appears to cover *anything* comprising at least two components. Such a broad meaning is contrary to the ordinary meaning of “package” to those of ordinary skill in the art.

Morita also fails to disclose or even suggest “providing a package” as recited in independent claims 21 and 22, which are directed to methods of authenticating a package. In fact, the Office Action fails to provide *any* reasoning supporting a rejection of claims 21-23, 27, 29-30, 32, and 35-37 on the basis of Morita. ~~It is true that the Office Action (mailed Oct. 11, 2001 at page 2, lines 16-17) refers the Applicant to “the previous office action” for the reasoning of the rejection of these claims; however, claims 21-37 were not pending during the previous Office Action and were therefore, of course, not discussed in the previous Office Action. Accordingly, none of the Office Actions in this case provide any rationale for rejecting these claims over Morita.~~

The dependent claims include further recitations to those of the independent claims from which they depend, and therefore are further patentable over Morita. With respect to the rejection of dependent claims 6, 24-26, 28, 31, and 33-34, the Office Action states that it is “well known in the art” to use authenticating agents in a “food or beverage product for testing the product” or to use “material such as the ethylene/C3-C20 alpha-olefin copolymer, the ethylene/C1-C20 ester of (meth)acrylic acid copolymer, the polyamide, or the ionomer” in a “dosimeter for packaging the authenticating agent.” (Office Action mailed Oct. 11, 01 at p.3, lines 12-13 and p.3, line 19 to p.4, line 2.) Applicant respectfully traverses these statements and requests that the Examiner supply references to support the asserted “well-known” prior art. *See* MPEP 2144.03.

IV. Conclusion

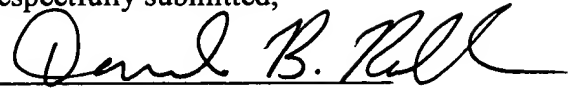
In view of the above amendment and these remarks, it is respectfully submitted that the present application is in condition for allowance. A notice to that effect is earnestly and respectfully requested.

Applicant : Hatfield
Serial No.: 09/268,892
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Date: February 11, 2002

Sealed Air Corporation
P.O. Box 464
Duncan, SC 29334
864/433-2496

Respectfully submitted,



Daniel B. Ruble
Registration No. 40,794

Applicant : Hatfield
Serial No.: 09/268,892
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ATTACHMENT

Version with Markings to Show Changes Made

In the Claims:

Claim 37 has been amended as follows:

37. (Amended) The method of claim 22 wherein the package comprises a hot blown film and at least one of the one or more ~~dosimetric~~ authenticating agents is incorporated in the hot blown film.